

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

HRB RESOURCES LLC
(d/b/a H&R BLOCK),

Plaintiff,

Civil Action No.: 2017-cv-10684

v.

Hon. Robert H. Cleland

TABITHA EGLE AND
JULIE BECHARD-FREY,

Defendants.

Richard W. Warren (P63123)
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ATTORNEYS FOR H&R BLOCK

Tabitha Egle
20568 Piedmont Drive
Clinton Township, Michigan 48036

PRO PER DEFENDANT

**STIPULATION AND ORDER FOR
PERMANENT INJUNCTION AND CONSENT JUDGMENT**

Plaintiff HRB Resources LLC (d/b/a H&R Block) (“H&R Block”) brought this action against Defendants Tabitha Egle and Julie Bechard-Frey. This matter comes before the Court on the joint request of H&R Block and Ms. Egle for

issuance of a Permanent Injunction and Consent Judgment. H&R Block and Ms. Egle jointly move for entry of this Permanent Injunction and Consent Judgment, and state as follows:

1. H&R Block is a tax preparation service company that has offices throughout the United States, including in Michigan.

2. Ms. Egle was employed by H&R Block in the Detroit (MI) District and provided tax preparation services pursuant to the parties' Office Manager Employment Agreement, a copy of which was filed with H&R Block's Verified Complaint for Injunctive Relief.

3. H&R Block asserted claims that Ms. Egle violated post-employment restrictive covenants contained in her employment agreement.

4. H&R Block and Ms. Egle have now reached a confidential settlement agreement (the "Agreement") in this matter which the parties agree is a valid, enforceable, and binding contract between them. That settlement agreement further contemplates that the Court will enter this Permanent Injunction and Consent Judgment, which has been agreed to by the parties in both form and substance.

5. H&R Block and Ms. Egle having stipulated to this Court entering this Permanent Injunction and Consent Judgment, the Court finds as follows, and IT IS HEREBY ORDERED that:

a) Ms. Egle is prohibited, for a period of two (2) years from the date of the Agreement, from establishing or engaging in any business for the preparation or electronic filing of tax returns, or being employed (whether as an employee, independent contractor, or unpaid advisor) by any such business or organization in any management or leadership capacity or in any capacity that involves the preparation or electronic filing of tax returns. Said restriction is limited to businesses or organizations located or conducted within, or soliciting business within, Egle's former H&R Block district of employment as set forth in Section 1 of her November 9, 2016 Office Manager Employment Agreement, and ten (10) miles of such district's boundaries at the time of entry into the Office Manager Employment Agreement.

b) Ms. Egle is prohibited from directly or indirectly contacting, soliciting, or providing services to an H&R Block Company Client¹ for a period of two (2) years from the date of the Agreement;²

¹ For the purposes of this Order, the term "H&R Block Company Client" is defined as every person or entity whose federal or state tax return was prepared or electronically transmitted by H&R Block during Ms. Egle's employment by H&R Block. The term "H&R Block Company Client" also includes every H&R Block customer who was previously serviced by Ms. Egle or by any other former H&R Block employee who subsequently became or becomes employed by Plan B Tax Relief during the period of two (2) years from the date of the Agreement.

² Ms. Egle is not prohibited from communicating for solely personal reasons, i.e., for reasons wholly unrelated to the provision of the types of services described in paragraph 5(c), with persons who meet the definition of an "H&R Block Company Client."

c) Ms. Egle is prohibited from directly or indirectly contacting, soliciting, or providing any of the following services to any H&R Block Company Clients: (1) preparing tax returns, (2) filing tax returns electronically, or (3) providing bookkeeping or any other alternative or additional service that H&R Block provides, for a period of two (2) years from the date of the Agreement;

d) Ms. Egle is prohibited from directly or indirectly soliciting or hiring any current or former H&R Block employees to work in any business that provides any product or service in competition with H&R Block, for a period of one (1) year from the date of the Agreement;

e) Ms. Egle is hereby enjoined from using or disclosing confidential or proprietary information or any trade secrets of H&R Block, including customer names and data;

f) Ms. Egle is hereby enjoined from retaining or failing to return to H&R Block any personal property, documents, electronic files, and confidential or proprietary information of H&R Block or regarding H&R Block's customers or business relationships, including any copies thereof;

g) A monetary judgment is entered in favor of H&R Block and against Ms. Egle in the amount of \$50,000.00, for which sum let execution issue;

h) The remaining claims against Ms. Egle in the case are dismissed, with prejudice, with each party to bear its or her own costs and attorney's fees; and

i) In the event that any part of this Order is violated by any party bound to it, the party benefiting by the Order may, by motion with notice to the other party, apply for sanctions and such other relief as may be appropriate.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for purposes of enforcing this Order. If no action is taken to enforce this Order within two (2) years from the date of the Agreement, the Consent Judgment will be considered extinguished at that time.

IT IS SO ORDERED.

DATED: June 14, 2017

S/Robert H. Cleland
UNITED STATES DISTRICT JUDGE

Agreed as to form and substance:

/s/Tabitha Egle (with consent)
Tabitha Egle

Date: May 25, 2017

Respectfully submitted,

/s/Richard W. Warren (P63123)
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